



MEMORANDUM OF UNDERSTANDING

BETWEEN

The _____, hereinafter called the "GRANTEE", and
the Georgia Department of Transportation, hereinafter called the "DEPARTMENT",

RELATIVE TO

The GRANTEE assuming responsibility for tasks associated with design,
administration, or plant installation, and maintenance for Special Encroachment permit
application project name _____, hereinafter called the
"PROJECT".

I. IT IS THE INTENTION OF THE PARTIES:

The GRANTEE fund 100% of cost for maintenance, design, administration, construction,
equipment, or mitigation for the PROJECT.

II. IT IS AGREED:

- A. That plant material funding will be dependent upon the GRANTEE obtaining
a special encroachment permit from the District Traffic Operations Office
meeting appropriate safety, access, and design standards;
- B. That nothing contained herein shall obligate the DEPARTMENT to proceed
with subsequent stages of the PROJECT.
- C. That the GRANTEE'S expenditure prior to execution of an Agreement with
the DEPARTMENT for funding plant material of the PROJECT shall be at
the sole cost and risk to the GRANTEE. Should the GRANTEE or the
DEPARTMENT determine that for any reason the PROJECT is unable to
enter subsequent stages, the DEPARTMENT is not responsible for
reimbursement of local funds expended on the PROJECT.

III. The GRANTEE shall Certify that they have read and understand T.O.P.P.S.
document 6755-9 – Landscaping on the Right of Way and will comply in full with said
provisions.

IV. The GRANTEE shall certify that the local government entity sponsor shall sign a
Mowing and Maintenance Agreement to maintain the landscaped site for 50 years.

V. The GRANTEE shall submit a record of progress from start to completion, receipts
showing how the PROJECT money was spent, and photos of the final implementation of
the PROJECT to the Department's State Office of Maintenance along with a concise
electronic presentation file for use at a Roadside Enhancement and Beautification
Council meeting. The design activities shall be accomplished in accordance with the

applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", and constructed in accordance with the DEPARTMENT's Standard Specifications Construction of Transportation Systems, Current Edition, PROJECT schedules; and applicable guidelines of the DEPARTMENT when portions of the project are on state routes.

VI. The PROJECT construction plans and right of way plans shall be prepared in English units.

VII. The GRANTEE shall follow the DEPARTMENT's procedures for identification of existing and proposed utility facilities on the PROJECT or parts of the PROJECT within the right of way of state routes. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the DEPARTMENT's District Access Management Supervisor and the District Utilities Engineer.

VIII. The GRANTEE will be responsible for performing the construction supervision and documentation for the project. At the discretion of the Department, additional erosion control measures will be performed on the project when deemed necessary by the Area Engineer.

IX. The GRANTEE shall be solely responsible for advertising and awarding the construction contract for the PROJECT.

X. The GRANTEE shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the GRANTEE pursuant to this AGREEMENT. The GRANTEE shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. The GRANTEE shall also be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, and other services furnished by or on behalf of the GRANTEE pursuant to this AGREEMENT.

XI. Both the GRANTEE and the DEPARTMENT hereby acknowledge that time is of the essence. The GRANTEE shall have thirty (30) months from the Date the Memorandum of Agreement is signed after the Encroachment Permit is approved to expend the awarded funds. The Department reserves the right to reduce the Award Amount if the cost for the project is lower than the estimated construction cost or the scope of the project is reduced.

XIV. This AGREEMENT is made and entered into in the State of Georgia, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the DEPARTMENT and the GRANTEE have caused these presents to be executed under seal by their duly authorized representatives. The parties hereto have executed this Memorandum of Understanding, this _____ day of _____, 200_.

DEPARTMENT OF TRANSPORTATION

Commissioner

Grantee

ATTEST:

Witness

Treasurer

Date